

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

RALPH SPARKS and JUDY SPARKS,)	
)	
Plaintiffs,)	
)	
vs.)	Case No.: 5:16-cv-1154-M
)	
STATE FARM FIRE AND CASUALTY,)	
COMPANY,)	
)	
Defendant.)	

PLAINTIFF’S FIRST AMENDED COMPLAINT

COMES NOW Plaintiffs, Ralph Sparks and Judy Sparks (The Sparks’), and pursuant to this Court’s Order entered on December 19, 2016 [**Dkt. 11**], files their Amended Complaint against Defendant, State Farm Fire and Casualty Company (“State Farm”), and allege and state as follows:

1. The Sparks’ incorporate and re-allege all allegations contained in their original petition.
2. On or about May 8, 2015, The Sparks’ suffered storm damage to their property, which was insured by State Farm.
3. The Sparks’ reported the loss to State Farm in a timely manner.
4. State Farm failed or otherwise refused to properly investigate the loss, and failed to perform its duties under the contract by wrongfully and systematically denying The Sparks’ claim for general contractor’s overhead and profit.

CAUSES OF ACTION

BREACH OF CONTRACT

5. The Sparks’ incorporate and re-allege all allegations contained in paragraphs 1 through 4 herein above.

6. At the time of The Sparks' loss, the applicable insurance coverage (Policy No.: 36-BS-K 836-1) was in full force and effect.
7. State Farm assigned Claim No.: 36-6299-684 to the file.
8. Following the loss, State Farm had a contractual duty to promptly and fairly investigate, evaluate and pay The Sparks' claim.
9. On September 3rd, 2015, State Farm completed an estimate to repair the property in an amount of \$31,999.41.
10. State Farm has wrongfully failed and refused to pay overhead and profit and by doing so has breached its contractual duty to The Sparks'.

FAILURE TO DEAL FAIRLY AND IN GOOD FAITH

11. The Sparks' incorporate and re-allege all allegations contained in paragraphs 1 through 10 herein above.
12. State Farm has a duty to deal fairly and in good faith with its insureds.
13. State Farm has arbitrarily and systematically failed to pay some of its insureds overhead and profit, yet paying others in same or similar circumstances. State Farm failed to pay plaintiffs' overhead and profit in order to maximize its own profits to the detriment of its insureds.
14. The actions of State Farm during the handling and adjusting of this claim are in violation of State Farm's duty of good faith and fair dealing to The Sparks'.

PUNITIVE DAMAGES

15. The Sparks' incorporate and re-allege all allegations contained in paragraphs 1 through 14 herein above.

16. State Farm's treatment of The Sparks' and the handling of their claim demonstrates State Farm has systematically, intentionally, and with malice, breached their duty to deal fairly and in good faith.
17. The actions of State Farm were intentional, malicious and consistent with State Farm's corporate goal of increasing profits through the systematic reduction or avoidance of claims. The bad faith conduct of the State Farm has affected not only The Sparks', but also numerous other policyholders across the country. The Sparks', therefore, seek punitive damages in an amount equal to the increased financial benefit derived by them as a direct result of their bad faith conduct toward The Sparks' and others.

WHEREFORE, The Sparks' request actual damages in excess of \$75,000, punitive damages, prejudgment interest, post judgment interest, court costs, attorney fees, and all further relief that this Court deems just and proper.

Respectfully submitted,

s/David W. Little
David W. Little, OBA # 14407
115 E. California Ave.– Bricktown
Miller-Jackson Building, Suite 350
Oklahoma City, OK 73104-2418
Telephone: (405) 236-4200
Facsimile: (405) 236-4205
Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of January 2016, I electronically transmitted the attached document to the Clerk of the Court using the ECF System for filing and transmittal of a Notice of Electronic Filing to the following ECF registrants:

Benjamin G. Kemble
bkemble@jao-law.com; stephanie@jao-law.com

David V. Jones
dvj@jao-law.com; lisa@jao-law.com

brittany@jao-law.com

kat@jao-law.com; lizz@jao-law.com

s/David W. Little

David W. Little